

January 6, 2006

### Via Overnight Courier

Public Service Commission of South Carolina 101 Executive Center Dr., Suite 100 Columbia, SC 29210

Re: Convergia, Inc.

Order No. 2005-682 Docket No. 2004-328-C

To Whom It May Concern::

Pursuant to Order No. 2005-682, enclosed please find Convergia, Inc.'s tariff, Utility Representative Form, and sample bill.

Thank you for your assistance and please do not hesitate to contact me if you require further information.

Best regards,

Ælizabeth Manzoni

Contract Administrator

abeth Kononi

**Enclosures** 

#### **TELECOMMUNICATIONS TARIFF**

**OF** 

#### **CONVERGIA, INC.**

237 Humus Boulevard Pointe Claire, Quebec H9R 5C9 Canada



This Tariff contains the descriptions, regulations and rates applicable to the furnishing of telecommunications services provided by Convergia, Inc. ("Company") within the State of South Carolina. This Tariff is on file with the South Carolina Public Service Commission. Copies may be inspected during normal business hours at the Company's principal place of business: 237 Hymus Boulevard, Pointe Claire, Quebec, H9R 5C9, Canada.

#### **CHECK SHEET**

The Sheets 1 through 30 inclusive of this Tariff are effective as of the date shown at the bottom of the respective sheet(s).

Issued:

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SHEET	REVISION	SHEET	REVISION
1	Original	21	Original
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3	Original	23	Original
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PRICE LIST SHEET	REVISION		

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#### **CONCURRING CARRIERS**

None

#### **CONNECTING CARRIERS**

None

#### OTHER PARTICIPATING CARRIERS

None

#### **EXPLANATION OF SYMBOLS**

- (C) To signify **changed** condition or regulation
- (D) To signify deleted or discontinued rate, regulation or condition
- (I) To signify a change resulting in an **increase** to a Customer's bill
- (M) To signify that material has been moved from another Tariff location
- (N) To signify a **new** rate, regulation condition or sheet
- (R) To signify a change resulting in a **reduction** to a Customer's bill
- (T) To signify a change in **text** but no change to rate or charge

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#### TARIFF FORMAT

- A. Sheet Numbering Sheet numbers appear in the heading of each sheet. Sheets are numbered sequentially. However, occasionally, when a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its Tariff approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **Paragraph Numbering Sequence** There are nine levels of paragraph coding. Each level of code is subservient to its next higher level:

2. 2.1. 2.1.1. 2.1.1.A. 2.1.1.A.1. 2.1.1.A.1.(a). 2.1.1.A.1.(a).I. 2.1.1.A.1.(a).I.(i).

D. Check Sheets - When a Tariff filing is made with the Commission, an updated Check Sheet accompanies the Tariff filing. The Check Sheet lists the sheets contained in the Tariff with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The Tariff user should refer to the latest Check Sheet to find if a particular sheet is the most current on file with the Commission.

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#### **APPLICATION OF TARIFF**

This Tariff contains the rates, terms and conditions applicable to the provision of specialized resold intrastate common carrier telecommunications services by Convergia, Inc. between various locations within the State of South Carolina.

All services are interstate offerings. Intrastate service is an add-on service available only if the Customer subscribes to the Company's interstate offerings.

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#### SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

#### Account Code:

A numerical code, one or more of which are available to a Customer to enable identification of individual users or groups of users on an account and to allocate costs of service accordingly.

#### Called Station:

The terminating point of a call (i.e., the called number).

#### Calling Card:

A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

#### Commission:

South Carolina Public Service Commission ("Commission").

Office of Regulatory Staff:

ORS

#### Company:

Convergia, Inc.

#### Credit Card:

A valid bank or financial organization card, representing an account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

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#### SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

#### Customer:

The person, firm, corporation or other entity which orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

#### Debit Card:

A valid bank or financial organization card, representing an account from which the costs of products and services purchased by the cardholder may be charged.

#### Dedicated Access:

Non-switched access between a Customer's premises and the point of presence of the Company's underlying carrier.

#### Disconnect or Disconnection:

The termination of a circuit connection between the originating station and the called station or the Company's operator.

#### Subscriber:

See "Customer" definition.

#### "800" Number:

A unique 800-NXX-XXXX, 888-NXX-XXXX, 877-NXX-XXXX number, 866-NXX-XXXX or 855-NXX-XXX, or any other NPA. The Customer is billed for calls terminating at that number.

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#### **SECTION 2 - RULES AND REGULATIONS**

#### 2.1. UNDERTAKING OF THE COMPANY

- 2.1.1. Company's services are furnished for telecommunications originating and terminating in any area within the State of South Carolina.
- 2.1.2. Company is a non-facilities-based provider of resold interexchange telecommunications to Customers for their direct transmission and reception of voice, data, and other types of communications.
- 2.1.3. Company resells access, switching, transport, and termination services provided by interexchange carriers.
- 2.1.4. Subject to availability, the Customer may use account codes to identify the users or user groups on an account. The numerical composition of the codes shall be set by Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.
- 2.1.5. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.6. Request for service under this Tariff will authorize the Company to conduct an investigation of the Customer's payment history with a Utility Company as outlined in the Commission's Rules and Regulations in R103-621 (A) 1, 2, 3, 4. The Company may refuse service on the basis of indebtedness or payment history as stated in the aforementioned section. Furthermore, the Company may refuse service for criteria outlined in the Commission's Rules and Regulations under R103-625.

#### 2.2. LIMITATIONS OF SERVICE

2.2.1. Service is offered subject to availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.

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### 2.2. LIMITATIONS OF SERVICE, Continued

- 2.2.2. Company reserves the right to immediately disconnect service without incurring liability when necessitated by conditions beyond the Company's control or when the Customer is using the service in violation of either the provisions of this Tariff or the Commission rules.
- 2.2.3. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.
- 2.2.5. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.2.6. The Company reserves the right to refuse an application for service by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

#### 2.3. USE

- 2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which the service is technically suited.
- 2.3.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.

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# 2.3. USE, Continued

- 2.3.3. Application for service may be made verbally or in writing. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.
- 2.3.4. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

#### 2.4. LIABILITIES OF THE COMPANY

2.4.1. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects in transmission occur. For the purpose of computing such amount, a month is considered to have thirty (30) days. To the extent permitted by law, the Company will in no event be responsible for any indirect, incidental, consequential, reliance, special, lost revenue, lost savings, lost profits, or exemplary or punitive damages, regardless of the form of action, whether in contract, tort, negligence of any kind whether active or passive, strict liability or otherwise. The terms of this Section shall apply notwithstanding the failure of any exclusive remedy.

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# 2.4. LIABILITIES OF THE COMPANY, Continued

- 2.4.2. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.
- 2.4.3 Except as expressly warranted in writing by Company, Company makes no warranty or guarantee, express or implied, and Company expressly disclaims any implied warranties of merchantability and fitness for a particular purpose.
- 2.4.4. Company shall be indemnified and held harmless by the Customer against:
  - A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and
  - B. Claims for patent infringement arising from combining or connecting company's facilities with apparatus and systems of the Customer; and
  - C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.
- 2.4.5. The Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.

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### 2.4. LIABILITIES OF THE COMPANY, Continued

- 2.4.6. Company shall not be liable for and the Customer indemnifies and holds harmless from any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.
- 2.4.7. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.
- 2.4.8. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of nature, storms, fire, floods, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this Tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.

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# 2.4. LIABILITIES OF THE COMPANY, Continued

- 2.4.9. The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the Company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to South Carolina law. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands. Billing disputes will be resolved in compliance with Reg. 103-623.
- 2.4.10. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.

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#### 2.5. INDEMNITY

Subject to the limitations of liability set forth in Section 2.4 hereof, the Company and the Customer shall defend, indemnify, and hold each other harmless from and against any and all claims to the extent that such claims were proximately caused by any negligent or willful act or omission by the party from whom indemnity is sought, or by the agents, employees, subcontractors or assignees of the party from whom indemnity is sought, in connection with use of the Services. The indemnifying party under this Section shall defend the other at the other's request against any such claim. The party seeking indemnification under this Section must notify the other promptly of written claims or demands for which the indemnifying party may be responsible. The Company and the Customer, as the case may be, shall cooperate fully with the other in the course of such indemnification, and the indemnifying party shall control such defense and the right to litigate, settle, appeal, provided it pays the cost of any required appeal bond, compromise or otherwise deal with any such claim or resulting judgment, provided that such settlement, compromise or other resolution of said claim does not result in any liability to the indemnified party.

#### 2.6. FULL FORCE AND EFFECT

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

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#### 2.7. INTERRUPTION OF SERVICE

- 2.7.1. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4., herein. It shall be the obligation of the Customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.
- 2.7.2. For purposes of credit computation for leased facilities, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours.
- 2.7.3. The subscriber shall be credited for an interruption of two (2) hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit formula: Credit - (A/720) X B

A - outage time in hours

B - total monthly charge for affected utility

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#### 2.8. RESTORATION OF SERVICE

The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

#### 2.9. MINIMUM SERVICE PERIOD

The minimum service period is one month (30 days).

#### 2.10. PAYMENTS AND BILLING

- 2.10.1. Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis, and sent via first class mail or by electronic posting to a secure site on the Internet. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided until canceled by the Customer.
- 2.10.2. The Customer is responsible in all cases for the payment of all charges for services furnished to the Customer. Charges are based on actual usage, and are billed monthly in arrears.
- 2.10.3. Billing is payable via check, wire transfer, credit card or automatic bank debit upon receipt and past due thirty (30) days after issuance and posting of invoice. Switched access customers who request printed invoices will be charged a monthly recurring fee as set forth in Section 5. The Company will disclose the charge for paper billing to all its new customers. Switched access customers who request electronic bills will incur no monthly recurring fee. Late payment charges may be applied, pursuant to South Carolina Public Service Commission Reg. 103-622.2, which provides that a maximum one and one-half (1.5) percent may be added to any unpaid balance brought forward from the previous billing date to cover the cost of collection and carrying accounts in arrears, which charge is set forth in Section 4 and Addendum A.

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# 2.10. PAYMENTS AND BILLING, Continued

- 2.10.4. Return check charges may be applied in an amount not to exceed that allowed by applicable state law, as contained in South Carolina Code Section 34-11-70. Such charge is set forth in Section 4 and Addendum A.
- 2.10.5. Billing disputes should be addressed to Company's customer service organization via telephone to 866.669-4357. Customer service representatives are available from 8:30 AM to 8:00 PM Eastern Time. Messages may be left for Customer Services from 8:01 PM to 7:59 AM Pacific Time, which will be answered on the next business day, unless in the event of an emergency which threatens customer service, in which case Customer Service Staff may be paged.
- 2.10.6. In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:
  - A. First, the Customer may request, and the Company will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.

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#### 2.10. PAYMENTS AND BILLING, Continued

#### 2.10.6., Continued

B. Second, if there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, the Customer may file its dispute with the Office of Regulatory Staff (ORS).

The address and telephone numbers of the Consumer Services Department of the ORS:

Office of Regulatory Staff Consumer Services Department P.O. Box 11263 Columbia, SC 29201

Telephone number:

803.737-5230 800.922.1531

Toll-free: Facsimile number:

803.737.4750

#### 2.11. **CANCELLATION BY CUSTOMER**

- 2.11.1. Customer may cancel service by subscribing to another presubscribed interexchange carrier.
- 2.11.2. Customer is responsible for usage charges while still connected to the Company's service, even if the customer utilizes services rendered after the Customers request for cancellation has been made notice and the payment of associated local exchange company charges, if any, for service charges.

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#### 2.11. CANCELLATION BY CUSTOMER, Continued

- 2.11.3. Any non-recoverable cost of Company expenditures shall be borne by the Customer if:
  - A. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some period mutually agreed upon with the Customer for the non-recoverable portions of expenditures; or
  - B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
  - C. If based on an order for service and construction has either begun or has been completed, but no service provided.

#### 2.12. CANCELLATION BY COMPANY

- 2.12.1. Company reserves the right to immediately discontinue furnishing the service to Customers without incurring liability:
  - A. In the event of a condition determined to be hazardous to the Customer, to other customers of the utility, to the utility's equipment, the public or to employees of the utility; or
  - B. By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service; or

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#### 2.12. CANCELLATION BY COMPANY, Continued

#### 2.12.1., Continued

- C. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice; or
- D. For unlawful use of the service or use of the service for unlawful purposes; or
- E. If the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past, current or planned use of Company's services.
- 2.12.2. Company may discontinue service according to the following conditions upon five (5) days' written notice pursuant to S.C. Reg. 103-633:
  - A. For violation of Company's filed tariffs; or
  - B. For the non-payment of any proper charge as provided by Company's Tariff; or
  - C. For Customer's breach of the contract for service between the utility and Customer.

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# 2.12. CANCELLATION BY COMPANY, Continued

- 2.12.3. The discontinuance of service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance. The remedies available to the Company set forth herein shall not be exclusive and the Company shall at all times be entitled to all the rights available to it under law or equity.
- 2.12.4. The Company may refuse to permit collect calling, calling card and third-number billing which it determines to be fraudulent and/or may limit the use of these billing options or services.

#### 2.13. INTERCONNECTION

- 2.13.1. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
- 2.13.2. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way and other such arrangements necessary for interconnection.

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#### 2.14. DEPOSITS AND ADVANCE PAYMENTS

At this time, the Company does not collect deposits or advance payments. Should the Company decide to collect deposits at any time in the future, it will collect and maintain deposits in accordance with S.C. Reg. 103-621.

#### 2.15. CREDIT LIMIT

The Company may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of Services for any monthly period.

#### **2.16. TAXES**

The Customer is responsible for payment of all federal, state and local taxes, franchise, excise and other fees applicable to the Services, including, but not limited to: sales, use, excise, franchise, access, universal service, 911 services and handicapped services. All taxes and fees are listed as separate line items on the Customer's bill and are not included in the quoted rates.

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#### 2.17. MARKETING

As a telephone utility under the regulation of the Public Service Commission of South Carolina, the Company hereby asserts and affirms that as a reseller of intrastate telecommunications service, the Company will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and the Company will comply with those marketing procedures, if any, set forth by the Commission. Additionally, the Company will be responsible for the marketing practices of its contracted telemarketers, if any, for compliance with this provision. The Company understands that violation of this provision could result in a rule to Show Cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the State of South Carolina.

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#### **SECTION 3 - DESCRIPTION OF SERVICE**

#### 3.1. TIMING OF CALLS

- 3.1.1. The Customer's long-distance usage charge is based on the actual usage of Company's service. Usage begins when the receiver of the called number is answered. The moment of the called party's answer is determined by hardware supervision in which the local telephone company sends a signal to the underlying carrier's switch or the software utilizing audio tone detection. The timing of the call occurs when the called party answers and terminated when either party hangs up.
- 3.1.2. The minimum call duration for billing purposes, unless otherwise stated in this tariff, is thirty (30) seconds with six (6) second billing increments thereafter.
- 3.1.3. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.
- 3.1.4. There is no billing for incomplete calls.

#### 3.2 CALCULATION OF DISTANCE

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call. The Company uses the rate centers, associated vertical and horizontal coordinates, and method of computing mileage set forth in AT&T Tariff F.C.C. No. 10.

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### **SECTION 3 - DESCRIPTION OF SERVICE**, Continued

### 3.3. CONVERGIA TELECOMMUNICATIONS SERVICES

- 3.3.1. Company provides switched and dedicated access telecommunications services that allow Customer to establish a communications path between two stations by using uniform dialing plans.
- 3.3.2. One Plus Service is a switched or dedicated access service offering users outbound "1 plus" long distance telecommunications services.
- 3.3.3. **Toll Free Service** is a switched or dedicated access service offering users inbound, toll free long distance telecommunications services. This service enables the caller to contact the Customer without incurring toll charges, through the use of an assigned toll free number. The Customer pays for the call.
- 3.3.4. Calling Card Service permits the caller to charge the principal presubscribed location for a call while the caller is away from the principal location. The Customer may place calls from any touch-tone phone in the United States by dialing a toll free number and entering a personal identification code, followed by the desired telephone number. Calling Card calls appear on the Customer's monthly long-distance bill.

#### 3.4. PROMOTIONS

The Company may, from time to time, engage in special promotions of new or existing Service offerings of limited duration designed to attract new Customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the Services and may be limited to a specific geographical area or to a subset of a specific market group. The Company will notify the Commission and ORS of promotions pursuant to the Commission's regulations.

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#### **SECTION 4 – MAXIMUM RATES**

#### 4.1. SERVICE CHARGES

Service charges per account are based on the following schedule. Service charges will not exceed the amounts allowed under Federal Communications Commission regulations.

4.1.1. Switched or Dedicated One Plus Service Rates – Maximum Residential Rates

Maximum Per Minute Rate: \$0.28

Initial 30 Seconds 0.1400

Additional 6 Seconds 0.0280

4.1.2. Switched or Dedicated Toll Free Service Rates - Maximum Residential Rates

Maximum Per Minute Rate: \$0.28

Initial 30 Seconds 0.1400 Additional 6 Seconds 0.0280

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Effective Date:

# **SECTION 4 – MAXIMUM RATES Continued**

### 4.2. MISCELLANEOUS FEES AND SURCHARGES

4.2.1.	Returned Check Charge	Maximum as allowed under SC Code Sect 34-11-70
4.2.2.	Printed Billing Monthly Fee	\$ 5.00
4.2.3.	Toll Free Number Directory Listing Fee	
	Non-recurring directory fee: Monthly recurring directory fee:	\$30.00 \$30.00

#### 4.2.4. Rates for Installation of Dedicated Facilities

Rates for installation of dedicated facilities, and recurring charges associated with such facilities, are included with the Company's interstate service offerings and may be obtained by contacting Customer Service at (866) 669-4357 or by obtaining a quote from the Company's sales agent.

Issued:

Issued By:

Effective Date:

### SECTION 5 – INDIVIDUAL CASE BASIS (IBC) ARRANGEMENTS

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a Service offered under this Tariff. Rates quoted in response to such competitive requests may be different than those specified for such Services in this Tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. ICB contracts will be submitted to the Commission for approval.

Issued:

Effective Date:

Issued By:

# ADDENDUM A – PRICE LIST FOR RESIDENTIAL AND BUSINESS SERVICES EFFECTIVE RATE SCHEDULE

#### 1.1. SERVICE CHARGES

Service charges per account are based on the following schedules:

1.1.1. Switched or Dedicated One Plus Service Rates

A. Residential Rates

Per Minute: \$0.14

Initial 30 Seconds
0.0700
Additional 6 Seconds
0.0140

B. Business Rates

Per Minute: \$0.14

Initial 30 Seconds
0.0700
Additional 6 Seconds
0.0140

Issued:

Issued By:

Effective Date:

### **EFFECTIVE RATE SCHEDULE**, Continued

# 1.1. SERVICE CHARGES, Continued

# 1.1.2. Switched or Dedicated Toll Free Service Rates

A. Residential Rates

Per Minute Rate: \$0.14

Initial 30 Seconds 0.700

Additional 6 Seconds 0.0140

B. Business Rates

Per Minute: \$0.14

Initial 30 Seconds 0.0700 Additional 6 Seconds 0.0140

Issued: Issued By:

Effective Date:

### **EFFECTIVE RATE SCHEDULE**, Continued

# 1.1. SERVICE CHARGES, Continued

# 1.1.3. Late Payment Penalty

Bills not paid within thirty (30) days after the date of posting are subject to a payment charge of 1.5% on the unpaid balance, and may be subject to additional collection agency fees.

### 1.1.4. Returned Check Charge

A charge of \$20.00 will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

# 1.1.5. Printed Billing Monthly Fee

Customers who request a printed bill will be assessed a \$1.99 monthly recurring charge.

# 1.1.6. Toll Free Number Directory Listing Fee

Customers who subscribe to the Company's toll free service and would like their toll free numbers listed in toll free directory assistance will be charged the following fees:

Non-recurring directory fee: Monthly recurring directory fee: \$15.00

\$15.00

### 1.1.7. Rates for Installation of Dedicated Facilities

Rates for installation of dedicated facilities, and recurring charges associated with such facilities, are included with the Company's interstate service offerings and may be obtained by contacting Customer Service at 800.293.7778.

lssued:

Effective Date:

Issued By:

# **AUTHORIZED UTILITY REPRESENTATIVE FORM**

	TYPE: [X]IXC	[]CLEC	Illec	[ ] Water	[ ] Sewer
	9	CERTIFICATED COM	PANY INFO	RMATION	
	ergia, Inc. any Name		FEIN/SS	SN:	
Dba/fk	a	Telephone	# <u>1-800-293</u> -	7778	
Mailing	g Address: <u>237 Hymus Bo</u>	ulevard	The State of		
	Claire, Quebec Canada I State, Zip Code	19R 5C7		Albakasasasettilli.	
	ymus Boulevard ess Location				Section (1997)  Section (1997)
	Claire, Quebec Canada State, Zip Code	a H9R 5C7	County	And the state of t	
	The second secon	REGISTERED AGE	NT INFORM	ATION	7 302- F
Regist	ered Agent: <u>CT Corpora</u>	tion System			Trafficerials and another state of the state
Mailing	g Address: <u>75 Beattie Plac</u>	ce, Two Insignia Finar	icial Plaza	45	
	ville, South Carolina 2960 State, Zip Code	)1			
	uant to the Commiss ne following areas:	ion's rules and re	gulations,	print or type	company contact
A.	Regulatory Officer: Eliza	abeth Manzoni			
	(514) 694-7710 Telephone Number	/(514) 428-8484 / Facsimile Number	/elizabet / E-mail	<u>h.manzoni@fut</u> Address	ure.ca
В.	Customer Complaints:	Orville Broomes			
	1-866-669-4357 Telephone Number	/(514) 693-6350 / Facsimile Number	/orville.b / E-mail	roomes@conve Address	rgia.net
					CONTINUE ON BACK

C.	Engineering Operation	ns Carlos Jurado		
	(514) 693-6300 Telephone Number	/(514) 693-6350 / Facsimile Number	/carlos.jurado@convergia.com / E-mail Address	
D.	Test and Repair: Alar	ngir Khan		,
	(514) 693-6300 Telephone Number	/(514) 693-6350 / Facsimile Number	/alamgir.khan@convergia.com / E-mail Address	
E.	Emergencies:	Alejandro Bitar		
		(During	Non-Office Hours)	
	<u>(514) 910-3561</u>	/None	/alejandro.bitar@convergia.com	
	Telephone Number	/ Facsimile Number	/ E-mail Address	
F.	Financial: Steve Rou	SSOS_		
	(514) 693-6300 Telephone Number	/(514) 693-6350 / Facsimile Number	/steve.roussos@convergia.com / E-mail Address	_
G.	Customer Contact (Tol	l Free) <u>1-866-669-43</u>	357	_
	Elizabeth Manzoni	oted by	Jedsello Manzoni	
	This form was comple	eleu by C	Signature	
	Title: Contract Admin	istrator Date	∷√anuary 6, 2006	

RETURN COMPLETED FORM TO: Public Service Commission of SC

Docketing Department
Post Office Drawer 11649
Columbia, South Carolina 29211

And

Office of Regulatory Staff
Attn: Jeanne Gordon
Post Office Box 11263
Columbia, South Carolina 29211

(Rev. PSC05)



SPECIAL MESSAGE

Earn 100 free long distance minutes to North America for each new account you refer to Convergia. Have your referred Customer call 1-866-669-HELP or your Sales Agent and mention your name or account number. We'll take care of everything else!

#### **CUSTOMER CARE:**

1-866-669-4357 8:30 AM - 8:00 PM EST (Monday to Friday) 10:00 AM - 3:00 PM EST (Saturday) customer.service@convergia.com www.convergia.com

**REMIT PAYMENT TO:** 

Convergia, Inc. 39045 Treasury Center Chicago IL, 60694-9000 ACCOUNT INFORMATION

ACCOUNT NUMBER:

INVOICE DATE:

12/8/05

INVOICE NUMBER:

1870003

**BILLING PERIOD:** 

11/01/05 -11/30/05

**PAYMENT DUE:** 

**UPON RECEIPT** 

**ACCOUNT SUMMARY** 

PREVIOUS BALANCE DUE:

\$299.31

PAYMENTS RECEIVED THRU 11/30/05

\$299.31 CR

**CURRENT CHARGES & TAXES:** 

\$193.60

**CREDITS AND ADJUSTMENTS:** 

\$0.00

**TOTAL AMOUNT DUE:** 

\$193.60

PLEASE SEE FOLLOWING PAGE(S) FOR DETAILS

YOUR ACCOUNT NUMBER:

INVOICE DATE:

12/8/05

**DUE DATE:** 

**Upon Receipt** 

**AMOUNT DUE:** 

**AMOUNT ENCLOSED:** 

\$193.60

# HOW DO I PAY MY INVOICE?

Convergia makes it convenient for you to pay your invoice. You can choose from the following methods of payment.

#### BY PRE-AUTHORIZED PAYMENT

The amount is debited from your bank account or charged to your credit card. We accept Visa, American Express and Mastercard.

#### THROUGH THE INTERNET

Pay your invoice using your web portal from your bank, you must select << Convergia >> as a payee and make your online payment.

#### AT THE BANK

You can make your payment at most bank service counters, bank machine, or through your bank's phone service. Please allow a minimum of 2 business days for your payment to be processed.

#### BY MAIL

Make your cheque payable to Convergia Inc. and send it to us, along with the payment coupon, using the pre-addressed envelope provided.

#### CONVERGIA INC.

39045 Treasury Center

Chicago, IL 60694-9000

Remember to write your account number that appears on the remittance portion of your invoice on your cheque. Please allow a minimum of 5 business days for your payment to be processed.

If you are making a payment by cheque, please make it payable to Convergia Inc. Convergia is a registered trademark of Convergia Inc.

#### **BILLING INFORMATION**

You are responsible for paying the full amount due on this invoice within 30 days of the billing date. After this period any outstanding balance (including accumulated interest) will accrue interest at a rate of 1.5% per month, compounded daily [19.56% per annum], calculated and charged to the account on a monthly basis. An unpaid account may

If you notice an error on your invoice, please notify Customer Service within 30 days of the invoice billing date; otherwise, it will be understood that you have accepted the invoice as accurate in all respects.

A 25.00 \$ charge will appear on your next bill for each cheque that is returned by your bank or each credit card, or pre-authorized payments that are declined. A reconnection fee may be charged for each service that is suspended for non-payment. Payment in full and a deposit may be required before service will be reconnected.

Customer confirms acceptance of this invoice, as well as all other related documents, including notices.

# HOW DO I CHANGE MY BILLING ADDRESS?

Please advise us of your new address by visiting our web portal at <a href="https://www.convergla.com">www.convergla.com</a> or by calling 1-866-669-4357. You can also simply fill out the form below. For further information about your invoice, please contact Convergia Customer Care at 1-866-669-4357 and it will be our pleasure to assist you!

# PLEASE TEAR THIS SECTION AND RETURN WITH YOUR PAYMENT

My new billing address is:	
Name:	
Address:	
City:	
State/Province:	
Telephone:	Zip/Postal Code:
	Email:

Invoice: 1870003

Account Number:

391	nmary Of Usage Charges		
LONG	G DISTANCE SERVICE		Amoun
	116 CALL(S)		
DIRE	CTORY ASSISTANCE 0 CALL(S)		\$164.10
<u>Usa</u>	ge Subtotal		\$0.00
			\$164.10
<u>Sur</u>	nmary Of Taxes		<b>*</b> 70 FO
			\$29.50
		TOTAL - CURRENT CHARGES	\$193.60
Report - urisdiction ederal	Taxes By Jurisdiction		
			Amount
	Federal Excise Tax		Amount
	Federal Excise Tax Fed USF Combined High Cost and School		\$5.59
tate			
tate	Fed USF Combined High Cost and School		\$5.59 \$16.74
tate	Fed USF Combined High Cost and School SUB TOTAL State Universal Service Fund	<b>;</b>	\$5.59 \$16.74 \$22.32 \$5.37
	Fed USF Combined High Cost and School SUB TOTAL	÷	\$5.59 \$16.74 \$22.32
tate ity	Fed USF Combined High Cost and School SUB TOTAL State Universal Service Fund		\$5.59 \$16.74 \$22.32 \$5.37 \$5.37
	Fed USF Combined High Cost and School SUB TOTAL  State Universal Service Fund SUB TOTAL  License Tax		\$5.59 \$16.74 \$22.32 \$5.37 \$5.37
	Fed USF Combined High Cost and School  SUB TOTAL  State Universal Service Fund  SUB TOTAL		\$5.59 \$16.74 \$22.32 \$5.37 \$5.37

The tax and surcharge rates are displayed for informational purposes only.

Invoice: 1870003

Account Number

**Itemized Calls** 

#	Date Ti-	ma Emm	7-			
		no rrom	10	Destination	Duration	Amount

Page 5 of 6

Invoice: 1870003

Account Number:

**Itemized Calls** 

1	P Date	Time	From	To	Destination	Duration	Amount

Invoice: 1870003

Account Number :

# **Summary By Destination**

Calling Card		
International 57	Minutes	Amount
573	796.0 239.0	\$123.380 \$30.831
	1,035.0	\$154.211
Mexico	Minutes	Amount
52	73.0	\$9.417
5281	12.0	\$0.468
	85.0	\$9.885
Subtotal Calling Card	1,120.0	\$164.096
Grand Total	1,120.0	\$164.10